

PLEASE PRESS FIRMLY



UNITED STATES POSTAL SERVICE

at Rate Mailing Envelope

it us at [usps.com](http://usps.com)

United States Postal Service®  
SURE CONFIRMATION™



1590 0001 2032 0805

PLEASE PRESS FIRMLY



UNITED STATES POSTAGE  
02 1P  
PITNEY BOWES  
\$ 008.650  
0001916639 NOV 08 2014  
MAILED FROM ZIP CODE 16263

NOV 19 2014

**TRY FLAT RATE  
PRIORITY MAIL PRE-PAID!**

- Built-in Tracking
- Postage rate locked forever
- No shipping label required
- Free Package Pickup

[uspsstore-stamps.com/prepaid](http://uspsstore-stamps.com/prepaid)



From:/Expéditeur:

KDM Law Firm PLLC  
106 S. ARMONA AVE  
Tampa FL 33609

To:/Destinataire:

General Motors LLC  
300 Renaissance Center  
Detroit MI 48265

Country of Destination:/Pays de destination:



Please  
Recycle

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail® shipments. Misuse may be a violation of federal law. This packaging is not for resale. EP14F-P-PP © U.S. Postal Service; June 2012; All rights reserved.



# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

ERIE

County

For Prothonotary Use Only:

Docket No:

13108-2014

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

### Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition  
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Danny E. Brochey

Lead Defendant's Name:

General Motors LLC

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☒ within arbitration limits  
(check one) ☐ outside arbitration limits

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Kurt D. Mitchell PA License No.: 205917 106 S. Armenia Ave Tampa FL 33609

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

### TORT (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☒ Other:  
Unfair Trades Practices and  
Consumer Protection law

### MASS TORT

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other:

### PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:

### CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
☐ Employment Dispute:  
Discrimination  
☐ Employment Dispute: Other  
☐ Other:

### REAL PROPERTY

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other:

### CIVIL APPEALS

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other

- ☐ Zoning Board  
☐ Other:

### MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other:

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

Danny E. Brochey and his Wife ) Case No. 13108-2014  
Cheryl A. Brochey, ) CIVIL ACTION  
Daniel J. Matteo and his wife )  
Starleen E. Matteo )  
Plaintiffs, )  
vs. )  
General Motors LLC  
Defendant.

**NOTICE TO DEFEND-CIVIL**

**TO: GENERAL MOTORS LLC  
300 RENAISSANCE CENTER  
DETROIT MICHIGAN 48265**

You have been sued in Court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
ERIE COUNTY BAR ASSOCIATION  
PO BOX 1792 ERIE, PA 16507  
814-459-4411

2014 NOV -7 PM 4:00  
CLERK OF COURT  
PROTHONOTARY  
A TRUE COPY ATTEST  
[Signature]  
PROTHONOTARY



IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

Danny E Brochey and his wife     ) Case No.:  
Cheryl A. Brochey,                 ) CIVIL ACTION  
Daniel J. Matteo and his wife     ) COMPLAINT AND JURY DEMAND  
Starleen E. Matteo                 )  
                    Plaintiffs,         )  
                    vs.                     )  
General Motors LLC  
                    Defendant.

---

**INTRODUCTION**

The Plaintiff(s), Danny E Brochey and Cheryl A Brochey and Daniel J. Matteo and Starleen E. Matteo (Hereinafter "PLAINTIFF or PLAINTIFFS"), through the undersigned counsel, files this complaint and sues defendant General Motors LLC (Hereinafter MANUFACTURER or DEFENDANT) for violations of the Unfair Trade Practices and Consumer Protection Law 73 P.S. 201-1 et seq. for defects associated with a 2011 Chevrolet Camaro VIN: 2G1FS1EW3B9160320 and a 2009 Chevrolet Impala VIN: 2G1WC57M991295813 (hereinafter "VEHICLE") warranted and placed into the stream of commerce by the Manufacturer.

**JURISDICTION AND PARTIES**

1. Plaintiffs Danny and Cheryl Brochey are adult natural persons and are residents of the city of Erie, Erie County, Pennsylvania.

a. Plaintiffs Daniel and Starleen Matteo are adult natural persons and are residents of the city of Erie, Erie County, Pennsylvania

2. Upon information and belief MANUFACTURER is a Foreign Corporation with its principle place of business located at 300 Renaissance Center Detroit Michigan 48265 is authorized to do business in the State of Pennsylvania and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in Erie County, Pennsylvania.

3. The transaction or occurrence giving rise to the causes of action alleged in this complaint occurred in Erie County, Pennsylvania.

**FACTS COMMON TO PLAINTIFFS DANNY AND CHERYL BROCHEY**

4. On or about March 7 2014 PLAINTIFFS purchased the VEHICLE with an agreed upon price of \$32,682.96. (See EX. A).

a. Along with the purchase of the VEHICLE, Plaintiff received express written warranties and implied warranties from the MANUFACTURER. (See EX. B).

i. Specifically, PLAINTIFFS received the

MANUFACTURER'S 3-YEAR 36,000 MILE BUMPER TO BUMPER WRITTEN WARRANTY, warranting that the vehicle would be free from defects in materials or workmanship. Along with various other express written warranties of varying lengths of time and mileage.

ii. Further, pursuant to Pennsylvania Statutes PLAINTIFFS received an implied warranty that the product would be fit for its ordinary purpose.

5. The Plaintiffs bring this action for monetary damages, because of the ignition switch of the vehicle is dangerous and allows the vehicle to be turned off inadvertently.

6. Commencing during or around the 2010 model year, Manufacturer began manufacturing, marketing, distributing and selling the 5<sup>th</sup> Generation Camaro, all of which are equipped with defective ignition switch. The Vehicles' ignition switches are uniformly and inherently defective in materials, design or workmanship, and exhibit the ability to be turned off inadvertently. In the alternative the ignition condition is a condition that the Manufacturer was aware of and a fact the Plaintiffs should have been made aware prior to their purchase.

7. The ignition is a safety-related component if the ignition is turned off during operation it can result in loss of steering control, braking and air bags.

8. On or about June 20, 2014 the Defendant recalled the Plaintiffs vehicle however, the Defendant has refused to take

corrective action at this time. Instead requiring that the Plaintiffs wait for some unknown period of time before the safety related component can be corrected.

9. The above referenced severe defects have shaken the PLAINTIFFS faith and confidence in the VEHICLE irreparably.

**FACTS COMMON TO DANIEL AND STARLEEN MATTEO**

10. On or about March 30 2011 PLAINTIFFS purchased the VEHICLE with an agreed upon price of \$21,705.60. (See EX. A).

a. Along with the purchase of the VEHICLE, Plaintiff received express written warranties and implied warranties from the MANUFACTURER.

i. Specifically, PLAINTIFFS received the MANUFACTURER'S 3-YEAR 36,000 MILE BUMPER TO BUMPER WRITTEN WARRANTY, warranting that the vehicle would be free from defects in materials or workmanship. Along with various other express written warranties of varying lengths of time and mileage.

ii. Further, pursuant to Pennsylvania Statutes PLAINTIFFS received an implied warranty that the product would be fit for its ordinary purpose.

11. The Plaintiffs bring this action for monetary damages, because of the ignition switch of the vehicle is dangerous and allows the vehicle to be turned off inadvertently.

12. The 2009 model year Impala has been Manufactured and equipped with defective ignition switch. The Vehicles' ignition switches are uniformly and inherently defective in materials, design or workmanship, and exhibit the ability to be turned off inadvertently. In the alternative the ignition condition is a condition that the Manufacturer was aware of and a fact the Plaintiffs should have been made aware prior to their purchase.

13. The ignition is a safety-related component if the ignition is turned off during operation it can result in loss of steering control, braking and air bags.

14. On or about June 23, 2014 the Defendant recalled the Plaintiffs vehicle however, the Defendant still has not repaired the vehicle and it is unknown when the when or if the dangerous condition will be corrected.

15. The above referenced severe defects have shaken the PLAINTIFFS faith and confidence in the VEHICLE irreparably.



COUNT I

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

73 P.S. 201-1 et seq.

PLAINTIFFS DANNY AND CHERYL BROCHEY

16. Plaintiffs Danny and Cheryl Brochey hereby sue Manufacturer for violation of the Pennsylvania Unfair Practices and Consumer Protection Law.

17. Plaintiff incorporates paragraphs 1-9 as though fully restated and realleged.

18. Plaintiffs are persons who purchased a good or a service primarily for personal, household or family uses such as transportation to and from work, household chores and for recreational trips.

19. Manufacturer is a person that recklessly, wantonly and willfully violated provisions of the Unfair Trade Practices and Consumer Protection Law by:

A. Failing to comply with the terms of a written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services was made.  
Specifically:

i. The Defect described herein is an extremely dangerous latent defect in materials or workmanship with the Plaintiffs' vehicle that the Defendant had been aware and yet chooses to ignore out of greed.

ii. Moreover, the Manufacturer provided an express warranty that the vehicle would be free from defects in materials and workmanship; despite knowing that the Plaintiff vehicle contained a latent defect.

B. The Defendant was engaged in unfair or deceptive practices while engaged in commerce in the State of Plaintiff by placing into the stream of commerce the Plaintiffs' vehicle containing latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation.

Specifically:

i. Manufacturer knew the vehicle was flawed containing a safety defect.

ii. The Manufacturer marketed, sold and place the Plaintiffs' vehicle into the stream of commerce with latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation despite knowing of the latent defects solely because of corporate greed and a desire to save money on producing the vehicle.

iii. The defects were actively concealed from the Plaintiffs and the Plaintiffs were never given a meaningful opportunity to negotiate in good faith because of the unfair and deceptive trade practices employed by the Manufacturer.

C. The Defendant violate 73 PS 201-2 (4)(viii) by representing that the vehicle was of a particular standard, quality or grade when in fact the vehicle was not.

Specifically:

i. The manufacturer represented the vehicle to be safe and fit for its ordinary purpose of transportation when in fact the vehicle was manufactured with a latent defect to the ignition switch which renders the vehicle unsafe, dangerous and not fit for its ordinary purpose.

D. Finally, the Defendant has committed an unfair and deceptive act pursuant to 73 P.S. 201.2(4)(xxi) by:

i. Placing the Plaintiffs' vehicle into the stream of commerce without informing the public/Plaintiffs that the vehicle exhibited the severe and dangerous defect thereby depriving Plaintiff of the opportunity to make an informed vehicle purchase.

ii. The above referenced misrepresentations, omissions and active concealment concerning the latent dangerous defect was material to the transaction. The false representations and material omissions were made with the intent that Plaintiffs rely upon them.

iii. Plaintiff relied upon the misrepresentations, omissions that the vehicle was safe and without latent defects in materials in the purchase of the



Plaintiffs' vehicle. Moreover, Plaintiff changed their position by undertaking a large financial purchase and contracting for the Plaintiffs' vehicle they otherwise would not have done.

iv. Because of this unfair and deceptive practice the Manufacturer has been unjustly enriched.

v. Despite the clear evidence of the defect the Manufacturer has refused to stand behind its product and the warranties it provided. Instead the Manufacturer have forced Plaintiff to file suit to obtain relief that otherwise should have been provided by the Manufacturer willingly in light of the substantial nonconformities the Plaintiffs' vehicle contains and the laws of Pennsylvania.

a. Such behavior can only be described as reckless, wanton and willful.

20. Plaintiffs have suffered actual and ascertainable damages as result of the Manufacturer's actions in recklessly, willfully and wantonly violating the act. Specifically:

A. Plaintiff undertook the purchase and expended large sums of money on a vehicle that contains a dangerous defect.

B. Further, due to the nonconformities the residual value of the Plaintiffs vehicle has been substantially impaired.

C. Finally, the use and safety of the Plaintiffs vehicle has been substantially impaired.

WHEREFORE, Plaintiffs prays for judgment against  
Manufacturer:

A. In an amount not to exceed \$74,999.00 exclusive of costs and interest for damages and actual attorneys' fees; pursuant to 73 P.S. 201-9.2(a).

B. Such other relief this Court deems appropriate.

COUNT II

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

73 P.S. 201-1 et seq.

PLAINTIFFS DANIEL AND STARLEEN MATTEO

21. Plaintiffs Daniel and Starleen Matteo hereby sue Manufacturer for violation of the Pennsylvania Unfair Practices and Consumer Protection Law.

22. Plaintiff incorporates paragraphs 1-3 and 10-15 as though fully restated and realleged.

23. Plaintiffs are persons who purchased a good or a service primarily for personal, household or family uses such as transportation to and from work, household chores and for recreational trips.

24. Manufacturer is a person that recklessly, wantonly and willfully violated provisions of the Unfair Trade Practices and Consumer Protection Law by:

A. Failing to comply with the terms of a written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services was made. Specifically:

i. The Defect described herein is an extremely dangerous latent defect in materials or workmanship with the Plaintiffs' vehicle that the Defendant had been aware and yet chooses to ignore out of greed.

ii. Moreover, the Manufacturer provided an express warranty that the vehicle would be free from defects in materials and workmanship; despite knowing that the Plaintiff vehicle contained a latent defect.

B. The Defendant was engaged in unfair or deceptive practices while engaged in commerce in the State of Plaintiff by placing into the stream of commerce the Plaintiffs' vehicle containing latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation. Specifically:

i. Manufacturer knew the vehicle was flawed containing a safety defect.

ii. The Manufacturer marketed, sold and place the Plaintiffs' vehicle into the stream of commerce with latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation despite knowing of the



latent defects solely because of corporate greed and a desire to save money on producing the vehicle.

iii. The defects were actively concealed from the Plaintiffs and the Plaintiffs were never given a meaningful opportunity to negotiate in good faith because of the unfair and deceptive trade practices employed by the Manufacturer.

C. The Defendant violate 73 PS 201-2 (4)(viii) by representing that the vehicle was of a particular standard, quality or grade when in fact the vehicle was not.

Specifically:

i. The manufacturer represented the vehicle to be safe and fit for its ordinary purpose of transportation when in fact the vehicle was manufactured with a latent defect to the ignition switch which renders the vehicle unsafe, dangerous and not fit for its ordinary purpose.

D. Finally, the Defendant has committed an unfair and deceptive act pursuant to 73 P.S. 201.2(4)(xxi) by:

i. Placing the Plaintiffs' vehicle into the stream of commerce without informing the public/Plaintiffs that the vehicle exhibited the severe and dangerous defect thereby depriving Plaintiff of the opportunity to make an informed vehicle purchase.

ii. The above referenced misrepresentations, omissions and active concealment concerning the latent dangerous

defect was material to the transaction. The false representations and material omissions were made with the intent that Plaintiffs rely upon them.

iii. Plaintiff relied upon the misrepresentations, omissions that the vehicle was safe and without latent defects in materials in the purchase of the Plaintiffs' vehicle. Moreover, Plaintiff changed their position by undertaking a large financial purchase and contracting for the Plaintiffs' vehicle they otherwise would not have done.

iv. Because of this unfair and deceptive practice the Manufacturer has been unjustly enriched.

v. Despite the clear evidence of the defect the Manufacturer has refused to stand behind its product and the warranties it provided. Instead the Manufacturer have forced Plaintiff to file suit to obtain relief that otherwise should have been provided by the Manufacturer willingly in light of the substantial nonconformities the Plaintiffs' vehicle contains and the laws of Pennsylvania.

a. Such behavior can only be described as reckless, wanton and willful.

20. Plaintiffs have suffered actual and ascertainable damages as result of the Manufacturer's actions in recklessly, willfully and wantonly violating the act. Specifically:

A. Plaintiff undertook the purchase and expended large sums of money on a vehicle that contains a dangerous defect.

B. Further, due to the nonconformities the residual value of the Plaintiffs vehicle has been substantially impaired.

C. Finally, the use and safety of the Plaintiffs vehicle has been substantially impaired.

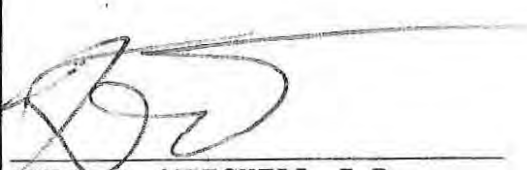
WHEREFORE, Plaintiffs prays for judgment against  
Manufacturer:

A. In an amount not to exceed \$74,999.00 exclusive of costs and interest for damages and actual attorneys' fees; pursuant to 73 P.S. 201-9.2(a).

B. Such other relief this Court deems appropriate.

**JURY DEMAND**

PLAINTIFFS hereby demands trial by jury on all counts so triable.



KURT D. MITCHELL J.D.  
PA. I.D. No.: 205917  
KDM Law Firm PLLC  
106 S. Armenia Ave  
Tampa FL 33609  
Attorney for Plaintiffs



# EXHIBIT A

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Date: \_\_\_\_\_

SIMPLE INTEREST

**ANNUAL  
PERCENTAGE RATE**

The cost of your credit as a yearly rate.

**FINANCE  
CHARGE**

The dollar amount the credit will cost you.

**Amount Financed**

The amount of credit provided to you or on your behalf.

**Total of Payments**

The amount you will have paid after you have made all scheduled payments.

**Total Sale Price**

The total cost of your purchase on credit, including your downpayment of \$ \_\_\_\_\_

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
3	\$	Monthly, beginning
3	\$	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ \_\_\_\_\_

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. \* means estimate

In this Contract  
we are  
the **SELLER**.

Name \_\_\_\_\_ Address \_\_\_\_\_ Zip Code \_\_\_\_\_

You are  
the **BUYER(S)**.

Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_ Zip Code(s) \_\_\_\_\_

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**TRADE-IN:**

You have traded in  
the following vehicle:

Year and Make \_\_\_\_\_ Description \_\_\_\_\_

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance. What is your age? \_\_\_\_\_ Years which costs \$ \_\_\_\_\_

By signing, you select Single Credit Accident & Health Insurance, which costs \$ \_\_\_\_\_ What is your age? \_\_\_\_\_ Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ \_\_\_\_\_ What are your ages? \_\_\_\_\_

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ \_\_\_\_\_ What are your ages? \_\_\_\_\_ Percentage to be insured \_\_\_\_\_

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer:

**VEHICLE:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number

Equipped \_\_\_\_\_ A.T. \_\_\_\_\_ P.S. \_\_\_\_\_ AM-FM Stereo \_\_\_\_\_ 5 Spd \_\_\_\_\_ Other \_\_\_\_\_  
with \_\_\_\_\_ A.C. \_\_\_\_\_ P.W. \_\_\_\_\_ AM-FM Tape \_\_\_\_\_ Vinyl Top \_\_\_\_\_

**ASSIGNEE:** We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

**Itemization of Amount Financed**

Cash Price \$ \_\_\_\_\_

Cash Downpayment \$ \_\_\_\_\_

Trade-In Value of Trade-In \$ \_\_\_\_\_

Lien Payoff to: \$ \_\_\_\_\_

Unpaid Cash Price Balance \$ \_\_\_\_\_

To Credit Insurance Company \$ \_\_\_\_\_ \*

To Public Officials for: \$ \_\_\_\_\_ \*

License, Tags and Registration \$ \_\_\_\_\_ \*

Lien Fee \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

To \$ \_\_\_\_\_ \*

together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

and the terms will be due on that same day of each month following.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-in, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee or its Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

SELLER \_\_\_\_\_

BUYER \_\_\_\_\_

Date \_\_\_\_\_

BY \_\_\_\_\_

BUYER \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CO-SIGNER. YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.**

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Co-Signer's Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.**

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

CO-SIGNER \_\_\_\_\_

CO-SIGNER OR CO-OWNER \_\_\_\_\_

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**



No.

MV-4ST (8-12)				1. TAX/FEE		1ST ASSIGNMENT		2ND ASSIGNMENT		
A. VEHICLE PURCHASED	PLATE NUMBER AS SHOWN ON ATTACHED TITLE		MAKE OF VEHICLE		MODEL YEAR		PURCHASE PRICE (See Note in Reverse)			
	VEHICLE IDENTIFICATION NUMBER		CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		LESS TRADE-IN					
B. SELLER	LAST NAME OR FULL BUSINESS NAME		FIRST NAME		MIDDLE NAME		TABLET AMOUNT			
	CO-SELLER						SALES TAX DUE (See Note in Reverse)			
	LAST NAME OR FULL BUSINESS NAME		FIRST NAME		MIDDLE NAME		14. EXEMPTION REASON CODE PLUS 22. EXEMPTION NO.			
	CO-PURCHASER LAST NAME		FIRST NAME		MIDDLE NAME		18. FIRST ASSIGNMENT EXEMPTION NO.		19. SECOND ASSIGNMENT EXEMPTION NO.	
C. PURCHASER	LAST NAME OR FULL BUSINESS NAME		FIRST NAME		MIDDLE NAME		1. TITLE FEE			
	CO-PURCHASER LAST NAME		FIRST NAME		MIDDLE NAME		2. LITEN FEE			
	STREET		CITY		STATE		3. REGISTRATION OR PROCESSING FEE			
	ZIP CODE		DATE ACQUIRED PURCHASED		REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY		4. DUPLICATE REG. FEE NO. OF CARDS			
D. VEHICLE TRADED	MAKE OF VEHICLE		VEHICLE IDENTIFICATION NUMBER		MODEL YEAR		5. TRANSFER FEE			
	BODY TYPE (CR, TK, ETC.)		CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		TOTAL PAID (ADD 1 THRU 5)		6. INCREASE FEE			
	TRANSFER OF PREVIOUSLY ISSUED PLATE		TRANSFER & RENEWAL OF PLATE		TRANSFER & REPLACEMENT OF PLATE		7. REPLACEMENT FEE			
	TRANSFER OF PLATE & REPLACEMENT OF STICKER		PLATE NO.		REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> DEFACED <input type="checkbox"/> STOLEN <input type="checkbox"/> NEVER RECEIVED (Lost in Mail) NOTE: IF NEVER RECEIVED block is checked, applicant must complete Form MV-44.		8. GRAND TOTAL (ADD 9 & 10)		9. SEND ONE CHECK IN THIS AMOUNT →	
E. APPLICATION FOR REGISTRATION	EXPIRES Month Year		TRANSFERRED FROM TITLE NO.		VIN		10.			
	TEMP. PLATE NO.		SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)		SIGN HERE		RELATIONSHIP TO APPLICANT			
	VEHICLE PURCHASED WEIGHT INFORMATION (IF APPLICABLE)		GVWR		UNLADEN WEIGHT		REQ. REG. GROSS WT INCLUDING LOAD		REQ. REG. GROSS COMB. WT (IF APPLICABLE)	
	INSURANCE COMPANY NAME		POLICY NO. (OR ATTACH BINDER)		POLICY EFFECTIVE DATE		POLICY EXPIRATION DATE			
	ISSUING AGENT INFORMATION		I CERTIFY THAT ON MONTH DAY YEAR I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS		ISSUING AGENT (PRINT NAME)		AGENT NO.			
					ISSUING AGENT SIGNATURE		TELEPHONE NO.			
F. CERTIFICATION	I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS APPLICATION AFTER ITS COMPLETION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN SECTION A. IF ANY EXEMPTION IS CLAIMED, THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$5,000 AND IMPRISONMENT OF NOT MORE THAN TWO YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION.									
	1ST ASSIGNMENT		Signature of First Purchaser or Authorized Signer						Telephone No.	
	2ND ASSIGNMENT		Signature of Co-Purchaser/Title of Authorized Signer							
			Signature of Second Purchaser or Authorized Signer						Telephone No.	
H. ADDITIONAL TITLE INFORMATION	NOTE: IF A CO-PURCHASER OTHER THAN YOUR SPOUSE IS LISTED AND YOU WANT THE TITLE TO BE LISTED AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (ON DEATH OF ONE OWNER, TITLE GOES TO SURVIVING OWNER); CHECK HERE <input type="checkbox"/> . OTHERWISE, THE TITLE WILL BE ISSUED AS TENANTS IN COMMON (ON DEATH OF ONE OWNER, INTEREST OF DECEASED OWNER GOES TO HIS/HER HEIRS OR ESTATE).									
	NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK <input type="checkbox"/> . IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-4L.									

MESSAGE NO.

Oct. 20, 2014 2:23PM

HALLMAN USED CARS 8144566035

Pg 22 of 32

Ino. 4869 IP, 1

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT,Dated 03/30/2011

SIMPLE INTEREST

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>3000.00</u>
11.20 %	\$ 5125.60	\$ 13580.00	\$ 18705.60	\$ 21705.60

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
72	\$ 259.80	Monthly, beginning 04/29/2011
	\$ N/A	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract

we are the SELLER, **DAVE HALLMAN CHEVROLET, INC. 1925 STATE ST. ERIE PA 16501**

Name Address Zip Code

You are the BUYER(S): **DANIEL J MATTEO 5248 HEIDLER RD FAIRVIEW PA 16415**

Name(s) Address(es) Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

## TRADE-IN:

You have traded in the following vehicle:

Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident &amp; Health (Disability) Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, What is your age? N/A YearsBy signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A age? N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident &amp; Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A What are your ages? Percentage to be insured

2. Signatures of both Buyers to be insured for Joint Credit Life Insurance

2. Signatures of both Buyers to be insured for Joint Credit Accident &amp; Health Insurance

## Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number

USED 2009 CHEVROLET IMPALA LT

2G1WC57M991295813

Equipped — A.T. — P.S. — AM-FM Stereo — 5 Spd. Other —with — A.C. — P.W. — AM-FM Tape — Vinyl Top

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

AMERICAN FINANCIAL SERVICES

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

## Itemization of Amount Financed

Cash Price INCL. TAX \$928.5  
\$ 16403.50Cash Downpayment  
\$ 3000.00Trade-In  
Value of Trade-In  
\$ N/ALien Payoff to: N/A  
\$ N/AUnpaid Cash Price Balance  
\$ 13403.50To Credit Insurance Company  
\$ N/ATo Public Officials for:  
License, Tags and Registration  
\$ 66.50Lien Fee  
\$ 5.00To N/A  
\$ N/ATo DOC FEE  
\$ 105.00To N/A  
\$ N/ATo N/A  
\$ N/ATo N/A  
\$ N/AAmount Financed  
\$ 13580.00Finance Charge  
\$ 5125.60Total of Payments (Time Balance)  
\$ 18705.60

Payment Schedule - You agree to pay to us the Amount Financed plus interest in

72

Sender ID: 09-50026-mg Doc 13016-1 Filed 12/08/14 Entered 12/08/14 15:58:34 Exhibit A  
 and if Seller, must be signed by Seller. Pg 23 of 32 The Assignee will notify you when No. 4869, month P. 2nd plus interest in

AMERICREDIT FINANCIAL SERVICES INC  
 PO BOX 182673 ARLINGTON 76096-2673

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

SELLER DAVE HALLMAN/CHEVROLET, INC.

BUYER

03/30/2011



You have tr Oct. 20, 2014 2:24PM  
the followin

HALLMAN USED CARS 8144566635

Year and Make

Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, What is your age? N/A Years  
which costs \$ N/A

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A What is your age? N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident &amp; Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A What are your ages? Percentage to be insured:

1. \_\_\_\_\_ %

1. \_\_\_\_\_ %

2. \_\_\_\_\_ %

2. \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident &amp; Health Insurance

Insured:

**VEHICLE:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
USED	2009 CHEVROLET		SDR			2G1WC57M991295813
	IMPALA LT					

Equipped AT P.S. AM-FM Stereo 5 Spd. Other  
with A.C. P.W. AM-FM Tape Vinyl Top

**ASSIGNEE:** We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

AMERICREDIT FINANCIAL SERVICES INC  
PO BOX 182673 ARLINGTON 76096-2673

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

SELLER DAVE HALLMAN-CHEVROLET, INC.BUYER [Signature] 03/30/2011  
DateBY: [Signature] 03/30/2011  
DateBUYER [Signature] 03/30/2011  
Date

**CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.**

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature

Address

Date

Co-Signer's Signature Received Time Oct. 20, 1:38PM

Address

Date [ ]

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

No. 4869/mer FP. 3

\$ 3000.00

Trade-In

Value of Trade-In

\$ N/A

Lien Payoff to: N/A

\$ N/A

Unpaid Cash Price Balance

\$ 13403.50

To Credit Insurance Company

\$ N/A

To Public Officials for:

License, Tags and Registration

\$ 66.50

Lien Fee

\$ 5.00

To N/A

\$ N/A

To DOC FEE

\$ 105.00

To N/A

\$ N/A

To N/A

\$ N/A

Amount Financed

\$ 13580.00

Finance Charge

\$ 5125.60

Total of Payments (Time Balance)

\$ 18705.60

Payment Schedule - You agree to pay to us the Amount Financed plus interest in

72

payments of \$ 259.80

each, and a final payment of

\$ N/A

The first payment will be due on APR 29th

2011, and then payments

will be due on that same day of each month

following.

We may retain a portion of amounts marked \*



Co-Signer: Oct. 20, 2014- 2:24PM HALLMAN USED CARS 8444560635 Page 25 of 32 No. 4869 P. 4 ite [2]

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature

Address

Date

**BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.**

BUYER

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

# EXHIBIT B

## 2 Warranty Coverage at a Glance

The warranty coverages are summarized below.

### New Vehicle Limited Warranty

#### Bumper-to-Bumper (includes Tires)

- \* Coverage is for the first 3 years or 36,000 miles, whichever comes first.

#### Powertrain

- \* Coverage is for the first 5 years or 100,000 miles, whichever comes first.

#### Sheet Metal

- \* Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.
- \* Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

### Emission Control System Warranty

For light duty trucks, see how to Determine the Applicable Emissions Control Systems Warranty under *Emission Control Systems Warranty* on page 22 for more information.

#### Federal

- \* Gasoline Engines
  - \* Defects and performance for cars and light duty truck emission control systems are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles, defects in material or

workmanship continue to be covered under the New Vehicle Limited Warranty. Bumper-to-Bumper coverage explained previously. Specified major components are covered for the first 5 years or 60,000 miles, whichever comes first.

- Defects and performance for heavy duty truck emission control systems are covered for the first 6 years or 50,000 miles, whichever comes first.

- \* 6.3L DURAmax® Diesel Engines are covered for the first 6 years or 50,000 miles, whichever comes first.

# Warranty Coverage at a Glance

California	California Light Duty	California Medium Duty	California Heavy Duty	California Diesel	Noise Emissions
<p>Defects and performance problems and fuel economy with light duty or medium duty engines covered for the first 3 years or 60,000 miles, whichever comes first.</p> <p>Specified components for cars or light duty trucks equipped with light duty or medium duty truck engines covered for the first 3 years or 60,000 miles, whichever comes first.</p>	<p>Defects and performance for the emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.</p> <p>Specified components for the emission control system are covered for the first 7 years or 70,000 miles, whichever comes first.</p> <p><b>Important:</b> Some California emission vehicles may have special coverages longer than those listed here. See "California Emission Control System Warranty" under Emission Control Systems Warranty on page 22.</p>	<p>Defects and performance for the emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.</p> <p>Specified components for the emission control system are covered for the first 7 years or 70,000 miles, whichever comes first.</p> <p><b>Important:</b> Some California emission vehicles may have special coverages longer than those listed here. See "California Emission Control System Warranty" under Emission Control Systems Warranty on page 22.</p>	<p>Defects and performance for the emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.</p> <p>Specified components for the emission control system are covered for the first 7 years or 70,000 miles, whichever comes first.</p> <p><b>Important:</b> Some California emission vehicles may have special coverages longer than those listed here. See "California Emission Control System Warranty" under Emission Control Systems Warranty on page 22.</p>	<p>Defects and performance for the emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.</p> <p>Specified components for the emission control system are covered for the first 7 years or 70,000 miles, whichever comes first.</p> <p><b>Important:</b> Some California emission vehicles may have special coverages longer than those listed here. See "California Emission Control System Warranty" under Emission Control Systems Warranty on page 22.</p>	<p>Coverage is for applicable vehicles weighing over 10,000 lbs based on the Gross Vehicle Weight Rating (GVWR) only, for the entire life of the vehicle.</p>



## **New Vehicle Limited Warranty**

G.M. will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions, and limitations.

### **What Is Covered**

#### **Warranty Applies**

This warranty is for G.M. vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

#### **Repairs Covered**

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

#### **No Charge**

Warranty repairs, including towing, parts, and labor, will be made at no charge.

### **Ongoing Repairs**

To obtain warranty repairs, take the vehicle to a Chevrolet dealer facility within the warranty period and request the needed repairs.

A reasonable time must be allowed for the dealer to perform necessary repairs.

#### **Warranty Period**

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

#### **Bumper-to-Bumper Coverage**

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.

### **Powertrain Component Warranty Coverage**

The powertrain is covered for 5 years or 100,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.

**Engine Coverage includes:** All internally lubricated parts, engine oil cooling hoses, lines and radiators. Also included are all actuators and electrical components internal to the engine (i.e.: Active Fuel Management Valve Lifter Oil Manifold, etc.) cylinder head, block, timing gears, timing chain, timing cover, oil pump/oil pump housing, OHC carriers, valve covers, oil pan, seals, gaskets, manifolds, flywheel, water pump, harmonic balancer, engine mount, turbocharger and supercharger. Timing belts are covered until the first scheduled maintenance interval.

## New Vehicle Limited Warranty

**Exclusions:** Excluded from the powertrain coverage are sensors, wiring, connectors, engine radiator, coolant hoses, coolant and heater hose. Coverage on the engine cooling system begins at the inlet to the water pump and ends with the thermostat housing and/or outlet that attaches to the return hose. Also excluded is the starter motor, entire pressurized fuel system (in-tank fuel pump, pressure lines, fuel rail(s), regulator, injectors and return line) as well as the Engine/Powertrain Control Module and/or module programming.

**Transmission/Transaxle Coverage includes:** All internally lubricated parts, case, mounts, seals and gaskets as well as any electrical components internal to the transmission/transaxle. Also covered are any actuators directly connected to the transmission (slave cylinder, etc.). **Exclusions:** Excluded from the powertrain coverage are transmission cooling lines, hoses, radiator, sensors, wiring and electrical connectors. Also excluded are the clutch and pressure plate as well as any Transmission Control Module and/or module programming.

**Transfer Case Coverage includes:** All internally lubricated parts, case, mounts, seals and gaskets as well as any electrical components internal to the transfer case. Also covered are any actuators directly connected to the transfer case as well as encoder motor. **Exclusions:** Excluded from the powertrain coverage are transfer case cooling lines, hoses, radiator, sensors, wiring, electrical connectors as well as the transfer case control module and/or module programming.

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his Personal lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X   
Cheryl A. Brochey

Date: 11/7/14

**VERIFICATION**

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his Personal lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.

4904 relating to unsworn falsification to authorities.

X   
\_\_\_\_\_  
Daniel Matteo

Date: 10-7-14